



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Sophia Resciniti, City Council President

Leighton Rogers, City Clerk

## CITY COUNCIL WORK SESSION AGENDA

City Hall, 38 Hawley St, Binghamton

6pm Wednesday, July 7, 2021

*The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.*

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	Finance	Strawn	<b>RL21-131:</b> Resolution to accept a donation from SUNY Broome for a patient stretcher for a 4x4 ATV	1-7	Al Gardiner
6:05pm	Planning	Strawn	<b>RL21-130:</b> Resolution to authorize the Mayor to enter into an agreement with Whitham Planning and Design for 2021 Landscape and Architecture Term Agreement	8-27	Ron Lake
6:10pm	Finance	Strawn	<b>*RL21-133:</b> Void Permanent Ordinance 21-43 regarding the Treasury budget <b>*RL21-132:</b> Ordinance to amend the 2021 Treasury budget for additional responsibilities of the Principle Clerk and Account Clerk	28-31	John Sperduti
6:20pm	Finance	Strawn	<b>*RL21-128:</b> Ordinance to amend the 2021 Fire budget for Temporary Services to cover for retiring Program Assistant	32	Chuck Shager
6:25pm	Employees	Scaringi	<b>*RL21-129:</b> Resolution establishing a standard work day for all titles and authorize the City Clerk to file standard work day report	33-39	Chuck Shager
6:35pm	Planning	Strawn	<b>RL21-122:</b> Authorize the Mayor to enter into an agreement with YMCA for use of CVY46 funds not to exceed \$30,000 for HVAC improvements <b>RL21-123:</b> Authorize the Mayor to enter into an agreement with various agencies for use of CVY46 in the amount of \$506,439 in Homeless Emergency Solutions Grants COVID-19 (ESG-CV) <b>RL21-124:</b> Authorize the Mayor to enter into an agreement with the United Way of Broome County for use of CVY46 funds not to exceed \$50,000 for marketing of the United Way 2-1-1 helpline program <b>RL21-125:</b> Authorize the Mayor to enter into an agreement with the First Ward Action Council for use of CVY46 funds not to exceed \$80,000 to support affordable housing development <b>RL21-126:</b> Authorize the Mayor to enter into an agreement with the Broome County Council of	40-45	Steve Carson



## LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Sophia Resciniti, City Council President

Leighton Rogers, City Clerk

			Churches for use of CVY46 funds not to exceed \$35,000 to support food pantry programs		
6:50pm	Employees	Scaringi	<b>*RL21-127:</b> Amend the 2021 Law and Risk Management budgets to adjust the annual salaries of the 2 Assistant Corporation Counsel positions	46	Ken Frank
6:55pm	-----	-----	<b>Pending Legislation:</b> <i>*Found on the website calendar with the prior Work Session documents.</i> RL21-112: Authorize the Mayor to enter into agreement with the Binghamton Police Athletic League (PAL) for use of FY46 CDBG funds NTE \$21,000 for roof replacement RL21-114: Amend the 2021 DPW budget to fund additional repairs for vehicles RL21-115: Agreement with CARES for use of CVY45 funding for \$6,720 for backpack and school supplies program RL21-116: Authorize the Mayor to appoint new NYSDOT Equitable Business Opportunities (EBO) System point of contact RL21-118: Amend the 2021 DPW budget to increase funding for Personal Services line – Supervisor RL21-119: Move \$6,224,025.68 of the American Rescue Plan Act funds from restricted fund balance to unrestricted RL21-121: Authorize the Mayor to submit the FY47 Annual Action Plan and accept any and all funds allocated by HUD from CDBG, ESG, and HOME entitlement programs	---	Janine Faulkner

### COMMITTEE REPORTS

*\*Please Expedite for Next Business Meeting*



# Legislative Branch

RL Number:

21-131

Date Submitted:

6/30/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** Al Gardiner

**Title/Department:** Fire Marshal-Fire Department

**Contact Information:** 607-772-7123 aggardiner@cityofbinghamton.com

### RL Information

**Proposed Title:** A RESOLUTION TO ACCEPT A DONATION FROM SUNY BROOME

COMMUNITY COLLEGE OF "A PATIENT STREACHER FOR A 4X4 ATV".

**Suggested Content:** See attached email from SUNY Broome Community College and Broome

County Emergency Services.

### Additional Information

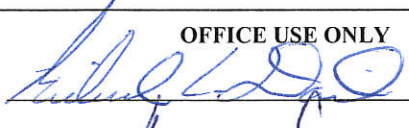

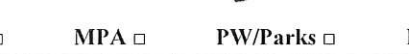
Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

## Gardiner, Alan

---

**From:** Santoni, Samuel  
**Sent:** Tuesday, June 29, 2021 12:36 PM  
**To:** Gardiner, Alan  
**Subject:** FW: Medical Transport insert for UTV/ATV  
**Attachments:** IMG-0580.JPG; IMG-0581.jpg; IMG-0582.JPG; IMG-0579.JPG

---

**From:** Broderick, Christina M  
**Sent:** Thursday, June 17, 2021 11:52 AM  
**To:** Santoni, Samuel  
**Subject:** FW: Medical Transport insert for UTV/ATV

---

**From:** Eggleston, Daniel  
**Sent:** Thursday, June 17, 2021 8:16 AM  
**To:** Broderick, Christina M  
**Subject:** FW: Medical Transport insert for UTV/ATV

Any interest?

---

**From:** Ponticiello, Michael A.  
**Sent:** Wednesday, June 16, 2021 10:38 AM  
**To:** Eggleston, Daniel <  
**Subject:** FW: Medical Transport insert for UTV/ATV

Hi Chief,

See below and attached, we thought of your Mule for this donation...is it something you are interested in?

-Michael

-----  
Michael A. Ponticiello, MPA, CEM, EMT-P  
Director  
Broome County Office of Emergency Services  
153 Lt. VanWinkle Drive  
Binghamton, New York 13905

Website: [www.gobroomecounty.com/e911](http://www.gobroomecounty.com/e911)

*Be prepared. Stay informed. Sign-up for NY-Alert: <https://users.nyalert.gov/>*





---

**From:** Finelli, Marie  
**Sent:** Tuesday, June 15, 2021 3:28 PM  
**To:** Ponticiello, Michael A.  
**Subject:** Re: Medical Transport insert for UTV/ATV

55" long, 48" wide, 11" tall

On Tue, Jun 15, 2021 at 3:20 PM Ponticiello, Michael A.

Do you know the dimensions?

-----  
Michael A. Ponticiello, MPA, CEM, EMT-P  
Director  
Broome County Office of Emergency Services  
153 Lt. VanWinkle Drive  
Binghamton, New York 13905

Website: [www.gobroomecounty.com/e911](http://www.gobroomecounty.com/e911)

*Be prepared. Stay informed. Sign-up for NY-Alert: <https://users.nyalert.gov/>*



---

**From:** Finelli, Marie  
**Sent:** Tuesday, June 15, 2021 1:05 PM  
**To:** Ponticiello, Michael A.  
**Subject:** Medical Transport insert for UTV/ATV

Hi Mike,

I'm reaching out to you hoping that you may know if an EMS agency that this would work for. We purchased it a few years ago for our gator but never found a use for it.

I already talked to UVES and it will not work for them.

We would like to donate it.

Let me know what you think.

Thanks,

Marie

--

Marie Finelli

*Investigator / Resource / Compliance Officer*

*Deputy Title IX Coordinator / Title IX Investigator*

SUNY Broome Community College

Office of Public Safety

907 Front Street

Binghamton, NY 13905





**KIMTEK  
CORPORATION**



## MEDLITE Transport MTS-102



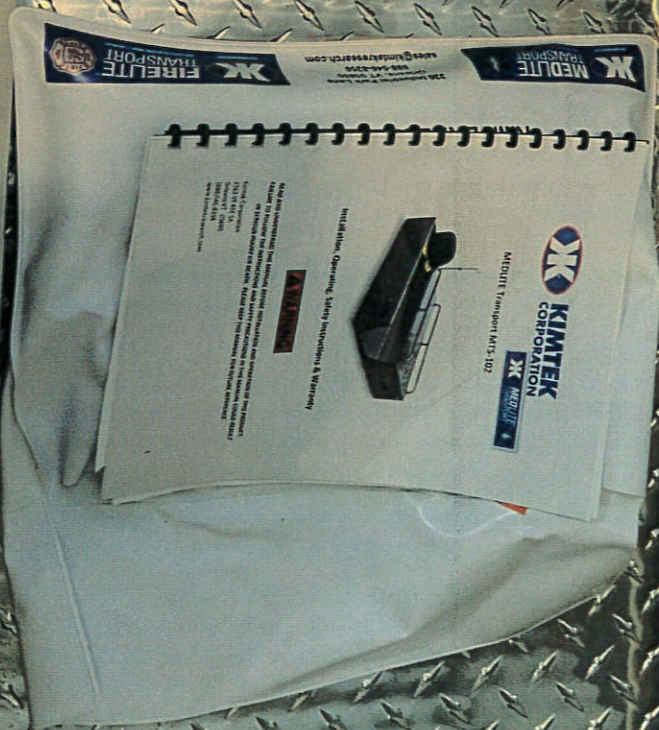
Installation, Operating, Safety Instructions & Warranty



**READ AND UNDERSTAND THIS MANUAL BEFORE INSTALLATION AND OPERATION OF THIS PRODUCT.  
FAILURE TO FOLLOW THE INSTRUCTIONS AND SAFETY PRECAUTIONS IN THIS MANUAL COULD RESULT  
IN SERIOUS INJURY OR DEATH. PLEASE KEEP THIS MANUAL FOR FUTURE REFERENCE.**

Kimtek Corporation  
2163 VT RTE 5A  
Orleans VT 05860  
(888)546-8358  
[www.kimtekresearch.com](http://www.kimtekresearch.com)













# Legislative Branch

RL Number:  
**21-130**  
Date Submitted:  
**6/30/21**

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** Ronald B. Lake  
**Title/Department:** City Engineer- Engineering Dept.  
**Contact Information:** 607-772-7007

### RL Information

**Proposed Title:** Resolution to authorizing the Mayor to enter into an Agreement with Whithman Planning & Design for the 2021 Landscape and Architecture Term Agreement.

**Suggested Content:** Entering into an Agreement with Whitham Planning & Design for 2021 Landscape Architecture Term Agreement. This Agreement is NTE \$50,000.00 and may be renewed for up to an additional two (2) years using the same rates as the original agreement. Various Departments will be using these services thus no specific budget line is allocated.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒  
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒  
Is additional information related to the RL attached? Yes ☒ No ☐  
Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



## AGREEMENT

THIS AGREEMENT, made this day of \_\_\_\_\_ of \_\_\_\_\_, 2021 by and between the **City of Binghamton**, a municipal corporation duly organized and existing under the laws of the State of New York and having offices at City Hall, 38 Hawley Street, Binghamton, New York 13901 ("City"), and **Whitham Planning and Design ("Consultant")**.

WITNESSETH:

WHEREAS, the City of Binghamton, by **Permanent Resolution No. 20-34**, duly adopted on April 22, 2020 and the Board of Contract Supply approval dated \_\_\_\_\_, copies of which are attached hereto and made a part of as Exhibit A, authorizes an agreement with Consultant to renew the 2020 Landscape Architecture Term Agreement for 2021 at a cost not to exceed **\$50,000.00**, as outlined in their proposal dated February 4, 2020. Funding for this agreement is in budget line \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the City and the Consultant do hereby agree as follows:

### I. GENERAL

#### A. Definitions

(1) B.C.S. - As used in this Agreement, the term "B.C.S." shall refer to the Board of Contract and Supply as duly authorized and empowered by Article XII of the Administrative Code of Binghamton City.

(2) City - As used in this Agreement, the term "City" shall refer to the City of Binghamton located at City Hall, 38 Hawley Street, Binghamton, New York.

(3) Date of Execution - As used in this Agreement, the term "Date of Execution" shall refer to the date of execution of this Agreement and any subsequent modification of the terms, compensation, or scope of services pertinent to unperformed work.

(4) "Consultant" - As used in this Agreement, the term "Consultant" shall refer to Whitham Planning & DesBarton & Loguidice DPC.

(6) Exhibit A – The term Exhibit A, as used in this Agreement, shall refer to Permanent Resolution No. R20-30, adopted by the City of Binghamton City Council on April 22, 2020.

(7) Exhibit B – The term Exhibit B, as used in this Agreement, shall refer to the Statement of Services or Fee Schedule submitted by the Consultant and approved by the City. Such Exhibit B is attached hereto and incorporated herein. The Statement of Services and/or Fee Schedule will be submitted and approved by the City and incorporated herein. Should there be any inconsistency between this Agreement and Exhibit B and the Statement of Services and/or Fee Schedule, the terms of this Agreement shall govern.

(8) Exhibit C - as used in this Agreement shall refer to the Certificate of Professional Liability Insurance. Such Exhibit C is attached hereto and made a part hereof.

(9) Project - as used in this Agreement, the term "Project" shall refer to the Consulting Services for Engineering Services for the Repairs to the Floor and Renovations to City Fire Station into Storage and Office Space.

## Captions

The titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Agreement or in any way affect the Agreement.

### C. Nomenclature

Materials, equipment, methodologies or other work described in words, which have a well-known, technical, or trade meaning shall be interpreted as having such meaning in connection with this Agreement.

### D. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

In the event of any conflict between any part or parts of the Consultant's Proposal attached hereto, marked Attachment "A", and the terms and conditions of this Agreement, it is understood and agreed that the terms and conditions of this Agreement shall control.

### E. Successors and Assigns

This Agreement shall bind the successors, assigns, and representatives of the parties hereto. The Consultant shall not assign any right or interest in this Agreement or delegate, sublet or transfer any obligation hereunder without the written permission of the City and any attempted assignment or delegation without written permission shall be wholly void and totally ineffective for all purposes.

In case of the death or disability of one or more but not all of the principals and/or partners of the Consultant the rights and duties of the Consultant shall, at the election of the City, devolve upon the survivor or survivors of them who shall be obligated.

### F. Invalid Provisions

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to agencies, persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### G. Notices

Any written notice required hereunder shall be deemed properly given, delivered and service thereof completed when said notice is deposited in any Post Office or Post Office Box in a post-paid envelope properly addressed or when said notice is sent by email to the City to [rlstandish@cityofbinghamton.com](mailto:rlstandish@cityofbinghamton.com) and copy to [kjfrank@cityofbinghamton.com](mailto:kjfrank@cityofbinghamton.com), or when said notice is delivered in person to the party to whom it is addressed or their authorized representatives, the addresses of the City and the Consultant set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may by written notice to the others given pursuant to this paragraph designate a different

address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed.

## II. RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the quality, technical accuracy, timely completion, and the coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, studies, designs, drawings, specifications, reports and other services.

The surveys, plans, drawings, specifications, reports, renderings, models and other documents prepared and furnished by the Consultant shall become the property of the City.

B. The Consultant shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable City requirements in effect on the date of execution of this Agreement. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. These documents are not intended or represented to be suitable for use or reuse by City or others on extensions of the Project or on any other Project. Any reuse for other than that specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant. Consultant shall not be responsible for any claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any unauthorized reuse or purpose.

C. Approval by the City of plans, studies, designs, specifications, reports, and incidental work furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of its work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Consultant shall be and remain liable in accordance with applicable law for all damages to the City to the extent caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the City, City-furnished data or any third party employed by the City to provide said services to the Consultant. The Consultant shall not be responsible for any time delays in the Project caused by circumstances beyond the Consultant's control.

E. Consultant may be required to provide additional services. In such an event, the City will issue a written statement describing the scope of additional services to be performed. The Consultant is not authorized to perform additional services without a Supplemental Agreement. The terms and conditions of this agreement shall apply to all Supplemental Agreements.

F. Consultant shall render professional assistance to the City in any claims, proceedings, actions, arbitration or litigation arising out of Consultant's services except where the respective interests of the City and the Consultant shall conflict.

## III. CITY RESPONSIBILITY

The City shall:

A. Provide full information as to its requirements for this Project.



B. Assist the Consultant by placing at its disposal all available information pertaining to the Project including previous reports and any other data relative to the completion of the Project.

C. Furnish the Consultant, as appropriate, property boundary, right of way, topographic and utility surveys and any other similar reports which it may have in its possession.

D. Guarantee access to any appropriate properties for any studies which the Consultant deems necessary.

E. Designate, in writing, the person to act as the City's representative with respect to work to be performed under this Agreement.

F. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Project.

#### IV. ADMINISTRATION

##### A. Claims and Disputes

(1) If the Consultant claims (i) that any work it has been ordered to do is outside the scope of services, or (ii) that it has performed or is going to perform outside the scope of services, or (iii) that any action or omission of the City is contrary to the terms and provisions of this Agreement, it shall, within five (5) working days after being ordered to perform the work claimed by it to be revised work, or within five (5) working days after the act or omission to act by the City complained of, request consultation with the City Engineer regarding such complaint. Within five (5) working days after receipt of such request the said City Engineer shall meet with the Consultant for the purpose of negotiating, in good faith, changes, if any be required, in the scope of services or compensation, or other resolution of Contractor's complaint. If, as a result of such consultation the Consultant and the City Engineer agree to changes in the scope of services or compensation required under this Agreement, such changes shall be made in accordance with Paragraph B of this Article. In the event that the Consultant and the City Engineer are unable to agree on any changes in the scope of services or compensation required under this Agreement, or such other resolution of Consultant's complaint as may be mutually acceptable to the parties, Consultant shall:

(a) Promptly comply with such order;

(b) File with the City, within thirty (30) working days after being ordered to perform the work claimed by it to be revised work or within thirty (30) working days after commencing performance of the revised work, whichever date shall be earlier, or within thirty (30) working days after the said action or omission on the part of the City occurred, a written notice of the basis of its claim and request a determination thereof;

(c) File with the City, within thirty (30) working days after said alleged revised work was required to be performed or said alleged revised work was commenced, whichever date shall be earlier, or said alleged action or omission by the City occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;

(d) Produce for the City's examination, upon notice from the City, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of his claim, and submit itself and persons in its employ and in its subcontractor's employ, if

appropriate, for examination under oath by any person designated by the City to investigate any claims made against the City under this Agreement, such examination to be made at the offices of the City; and

(e) Proceed diligently, pending and subsequent to the determination of the City with respect to any such disputed matter, with the performance of this Agreement and in accordance with all instructions of the City.

(2) The Consultant's failure to comply with any or all parts of Subparagraph (1) of this Paragraph shall be deemed to be:

(a) A conclusive and binding determination on its part that said order, work, action or omission does not involve revised work and it is not contrary to the terms and provisions of this Agreement; and

(b) A waiver by the Consultant of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of Subparagraph (1) of this Paragraph are for the purpose of enabling the City to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any work, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the City is aware of the circumstances of any work or other circumstances which might constitute a basis for a claim and whether or not the City has indicated it will consider a claim in connection therewith.

(3) No person has power to waive or modify any of the foregoing provisions and in any action against the City to recover the sum certified by the City to be due under or by reason of this Agreement, the Consultant must allege in its complaint and prove at trial compliance with the provisions of this section.

(4) Nothing contained in this section shall in any way affect the City's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the City.

#### B. Revision of Scope of Work

(1) The City may, at any time, by written order, make changes within the general scope of this Agreement and the services for work to be performed, including the number of properties to be included under this Agreement. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing in accordance with Paragraphs A of this Article, and subject to Article VII, Paragraph C below.

(2) No services for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the City.

#### C. Acceptability of Work

The City Engineer shall, in all cases, determine the amount, quality, acceptability, and fitness of the work being performed hereunder and shall determine every question which may arise relative to the fulfillment of this Agreement on the part of the Consultant and the Engineer's decision shall be final, conclusive, and binding upon the Consultant, except that if such decision is arbitrary or capricious, the Consultant may have such decision reviewed by a competent court of jurisdiction within the State of New York. The right to such action shall not delay any work as required by the City.

D. Orders for Change, Revision, Termination and Compensation

All orders to the Consultant directing changes in the Project, revisions within the scope of services, termination of the Project, regular payments upon the Project, and payments representing increases or decreases in compensation due to changes, revisions or termination shall be made by the City through its duly authorized Representative.

E. Supervision

Supervision of the progress of this work shall be conducted by the City through its duly authorized representative of the City Engineer. It is understood and agreed that any act required to be undertaken or done by the City Engineer under the terms of this agreement may be undertaken or done by his duly authorized representative.

V. SCOPE OF SERVICES

All statements and conditions stated in Attachment B shall apply and be part of this Agreement, provided, however, that in the event of any conflict between any part or parts of said Proposal and the terms and conditions of this Agreement, it is understood and agreed that the terms and conditions of this Agreement shall control.

VI. TIME OF PERFORMANCE

A. Date of Commencement and Time of Completion

Consultant agrees that it will begin work immediately upon receipt of notice to proceed from the City, and that it will diligently proceed with said work.

B. Best Efforts

The Consultant acknowledges that the services to be performed are essential to the effective operation of the City, and that, therefore, the Consultant will exercise its best efforts to complete the services called for under this Agreement in the minimum time possible, and within the time specified in such work orders as may be issued by the City to the Consultant. In the event that the Consultant for good cause shown cannot complete the services for a particular task or phase within the time agreed to, the Consultant shall make a written request to the City, in accordance with Paragraph D below.

C. Notice of Conditions Causing Delay

(1) Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the Consultant shall notify the City in writing of the effect, if any, of such condition upon the time progress schedule, and shall state why and in what respects, if any, the condition is causing or may cause such delay.

(2) Failure to strictly comply with this requirement may, in the sole discretion of the City, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.



D. Extension of Time

(1) An extension or extensions of time for the completion of the work may be granted by the City subject to the provisions of this section, but only upon written application therefor by the Consultant to the City.

(2) An application for an extension of time shall set forth in detail the source and nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began, ended, or will end, and the number of days delay attributable to each of such causes. Such application shall be submitted prior to completion of the work.

(3) If such an application is made, the Consultant shall be entitled to an extension of time for delay and completion of the work caused solely:

(a) By the acts or omissions of the City, its officers, agents or employees; or

(b) By unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, war or other national emergency making performance temporarily impossible, illegal, or strikes or labor disputes).

(4) The Consultant shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the City may determine to be due solely to such causes, and then only if the Consultant shall have strictly complied with all the requirements of this Paragraph and Paragraph D above. The City shall make such determination within thirty (30) calendar days after receipt of the Consultant's application for an extension of time; provided, however, said application complies with the requirements of this Paragraph.

(5) The Consultant shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the City, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the Consultant or of its subcontractor, if any, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

(6) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the City.

E. Delay Claims

Consultant represents and warrants that the provisions herein contained for extension of time are fair and adequate and that Consultant has had an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Consultant shall not have or assert any claim for damages, or prosecute any suit, action, cause of action, arbitration claim or other proceeding against the City for such damages arising from any delay or hindrance in the completion of the work called for in this Agreement due to any act or omission on the part of the City, its agents, servants and employees, or otherwise.

## VII. PAYMENTS TO THE CONSULTANT

### A. Method of Payment

1. Payment shall be made in the following manner: the Consultant shall, once in each month on such date as the City's Representative may fix, submit to the City's Representative a requisition for payment for those services which were performed during the preceding month. Partial payments will be made based on the percentage of total work completed, e.g., for each property completed. Upon verification by the City's Representative of the services performed and the value thereof, the City shall make prompt payment.

### B. Notice of Relationship of Payments to Estimated Total Compensation

1. If it becomes apparent to the Engineer at any time before basic services to be rendered under this Agreement, have been eighty percent (80%) completed that the total amount of compensation to be paid to the Engineer on account of basic services pursuant to Paragraphs A (1) and A (2) will exceed the agreed upon amount Statement of Services and/or Fee Schedule, the Consultant shall give the Owner's written notice thereof. Promptly thereafter, the Owner and the Consultant shall review the matter of compensation for such basic services, and (1) the Owner shall acceded to such compensation exceeding said estimate amounts, or (2) the Owner and the Consultant shall agree to a reduction in the remaining basic services to be rendered by the Consultant under this Agreement so that local compensation for such basis services will not exceed such estimate amount when such basis services are completed.

### C. Appropriations Clause

It is understood and agreed that the City shall be obligated to pay to the Consultant the compensation herein provided only to the extent that a lawful appropriation has been made for such purpose pursuant to the City Code by resolution of the B.C.S. It is further understood and agreed that Consultant shall have no claim, right, action or cause of action for specific performance or for damages by reason of the failure of the B.C.S. to make an appropriation to carry out the purposes of this Agreement.

### D. Value of Revisions of Work

(1) The amount by which the Agreement consideration is to be increased or decreased by any revision shall be determined by the final number of properties included and any agreed upon change order.

(2) Unless otherwise specifically provided for in a revision, the compensation specified therein for revised work includes full payment for both the revised work covered thereby and for any damage or expense caused the Consultant by any delays to other work to be done under this Contract resulting from or on account of said revised work, and the Consultant waives all rights to any other compensation for said revised work, damage or expense.

### E. Limitation of Actions

(1) No action or proceeding shall lie or be maintained by the Consultant or anyone claiming under or through the Consultant against the City upon any claim arising out of or based upon this Agreement or any breach hereof or by reason of any act or omission or requirement of the City or its officers, agents, servants or employees, unless:

(a) Such action or proceeding is instituted in a court of competent jurisdiction in the State of New York, County of Broome; and

(b) The Consultant or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claim; and

(c) Such action or proceeding shall be commenced within one (1) year after the submission to the City of the final application for payment or, if the claim is based upon monies retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement; or

(d) If this Agreement is terminated or the Consultant declared in default by the City, such action is commenced within six (6) months after the date of such termination or declaration of default by the City.

(2) Notwithstanding anything in the laws of the State of New York to the contrary, the Consultant or anyone claiming under or through the Consultant, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified be dismissed or discontinued for any reason whatsoever.

### (3) No Estoppel or Waiver

(a) The City shall not be precluded or estopped by an inspection, acceptance, application for payment, final or otherwise, issued or made under this Agreement or otherwise issued or made by it, or any officer, agent or employee of the City, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application or payment or payments is incorrect, or was improperly issued or made; and the City shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payments, from recovering from the Consultant any damages which it may sustain by reason of any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

(b) Neither the acceptance of all or any part of the work covered by this Agreement, nor any payment therefor, nor any order or application for payment issued under this Agreement or by the City, nor any permission or direction to continue with the performance of this Agreement before or after its specified completion date, nor any performance by the City of any of the Consultant's duties or obligations, nor any aid lent to the Consultant by the City in its performance of such duties or obligations, nor any delay or omission by the City to exercise a right or remedy accruing to it under the terms of this Agreement or existing at law or in equity or by statute or otherwise, nor any other thing done or omitted to be done by the City, its officers, agents, or employees, shall be deemed to be a release to the Consultant or its sureties, if any, from any obligations, liabilities, or undertakings in connection with this Agreement or a waiver of any provision of this Agreement or of any rights or remedies to which the City may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No termination, revision or annulment hereof, in whole or as to any part of this Agreement, because of any breach hereof, shall be deemed a waiver of any money damages to which the City may be entitled because of such breach. No waiver by the City of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

## VIII. TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its convenience: Provided, that such termination is for good cause and that the Consultant is given (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. It is understood and agreed that the failure of the Binghamton City Council to make a lawful appropriation for the purposes provided herein shall be construed as termination of this Agreement for the convenience of the City.

C. If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profits on unperformed services or other work; and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs occasioned to the City by reason of the Consultant's default. If termination for default is effected by the Consultant, or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services for other work performed. The equitable adjustment for any termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments which have become firm prior to the termination.

D. Upon termination pursuant to Paragraph A or B above, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by the City for completion will be completed at the City's risk, and the City will hold harmless the Consultant from all claims and damages arising out of improper use of the Consultant's work.

E. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment for the price provided for in this Agreement shall be made as provided in Paragraph C of this article.

F. The City may postpone, delay, suspend, or abandon all or part of the Project: Provided, that no such postponement, delay, suspension or abandonment may be effected unless the City gives the Consultant (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of its intention, and (2) an opportunity for consultation with the City prior to postponement, delay, suspension or abandonment. If such postponement, delay, suspension or abandonment is effected by the City after commencement of the Consultant's performance of services hereunder, an equitable adjustment in the price provided for in this Agreement shall be made as if the Agreement had been terminated by the City for its convenience. If, after a substantial lapse of time, the City directs the resumption of performance of services by the Consultant, the Consultant if it is caused to do extra work which it would not have otherwise had to do, will be entitled to an equitable adjustment to be made in accordance with Paragraph D of Article VII of this Agreement.

G. Upon receipt of a notice pursuant to Paragraphs A, B, or F above, the Consultant shall (1) promptly discontinue all services effected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, plans, studies, drawings, specifications, reports, estimates, summaries and such other information as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

H. In the event that after commencement of work by the Consultant, it is discovered or determined by a qualified industrial hygienist employed by the City that the Project site or any improvements thereon contain asbestos in an amount greater than that permitted by the then existing and applicable federal, state and municipal standards, guidelines and restrictions governing such Project location and any and all improvements thereon, the Consultant may suspend work requiring its presence at the Project site. The Consultant shall immediately notify the City of such suspension. Upon receipt of said notice, the City may direct the Consultant to suspend all work, regardless of whether the presence of the Consultant at the Project site is required for said services. Said



suspension of services, whether in whole or in part, shall continue until such time that it is determined by a qualified industrial hygienist employed by the City that the Project site and any and all improvements thereon contain asbestos in an amount no greater than that permitted by then existing and applicable federal, state and municipal standards, guidelines and restrictions governing the Project locations in any and all improvements thereon. The cost of testing for the presence of asbestos shall be borne by the City. The City shall undertake to employ a qualified industrial hygienist.

A suspension under the provisions of this subparagraph shall be grounds for and entitlement to an extension of time only for the number of calendar days of delay which the City may determine to be due solely to such cause.

If such suspension continues for a period in excess of 180 days, the Consultant may, at its option, deem the Agreement to have been terminated by the City for its convenience and, an equitable adjustment in the price provided for in this Agreement shall be made as if the Agreement had been terminated by the City for its convenience. If such suspension continues for a period of ninety (90) days or less, the Consultant's sole remedy shall be for an extension of time pursuant to this Agreement. If, after a suspension exceeding ninety (90) days, the City directs the resumption of performance of services by the Consultant, the Consultant, if it is caused to do extra work which it would not have otherwise had to do will be entitled to an equitable adjustment to be made in accordance with paragraph C of Article VII of this Agreement.

#### IX. PROVISIONS REQUIRED BY LAW

Each and every provision required by law to be inserted in the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

#### X. INSURANCE

Acceptance and execution of this Agreement by the City is expressly conditioned upon compliance by the Consultant with the following article relating to insurance requirements.

Consultant shall procure and thereafter until final acceptance of the Project keep in full force and effect insurance of the kind and in the amounts specified in the Insurance Requirements form attached hereto, marked Attachment C. Such insurance shall provide all coverage specified in said Attachment C, including, but not limited by way of enumeration herein, coverage for Comprehensive General Liability, Professional Liability, Comprehensive Automobile Liability, Workers' Compensation insurances. It is understood and agreed that, in the event of a conflict between the terms and conditions of this Agreement specifying the kinds and amounts of insurance required and the provisions contained in the "Insurance Requirements" form attached hereto, marked Attachment "B," the provisions contained in Attachment B shall control.

Upon execution of this Agreement by Consultant, and prior to acceptance by the City and commencement of any work by Consultant, Consultant shall furnish to the City of certificate or certificates of insurance, and applicable endorsements, in form acceptable to the City, evidencing that Consultant has obtained the insurance required by this Agreement. Said certificate or certificates shall provide that the policies listed therein shall not be changed or canceled unless the City is given thirty (30) days prior written notice of such proposed change or cancellation. Upon request of the City Consultant shall provide the City with a duly certified copy of each policy of insurance.

In the event that any insurance required by this Agreement shall be canceled, terminated, modified or not renewed, such that said insurance is no longer in effect as required herein, the City may direct that the Consultant suspend all or any part of the work specified in the Scope of Services. If such work is so suspended, no extension of time shall be granted by reason of such suspension and Consultant shall have no right, claim, action or cause of action by reason of such suspension of work. In the alternative, the City may, in its sole and absolute discretion terminate this Agreement for cause, unless the cancellation, termination, modification or failure to renew such policy or policies of insurance is due to the unavailability of such insurance throughout the industry, in which event the City may, at its option, terminate this Agreement for its convenience.

All insurance required under this Agreement shall be obtained from insurance companies authorized to do an insurance business under the laws of the State of New York. The Consultant shall, as to all liability insurance policies, name as additional insured, the City of Binghamton and any other party designated on the Insurance Requirements form attached hereto, marked Attachment C.

The Consultant hereby waives any and all rights of subrogation against Binghamton City and those other parties named as additional insured on the Insurance Requirements form attached hereto and incorporated herein as Attachment C, together with their employees, agents, invitees, and licensees for any injury, death, or property damage sustained by the Consultant, its employees, agents, invitees and licensees to the extent covered by any insurance. The Consultant shall require that all subcontractors shall waive their rights of subrogation against Binghamton City and those other parties listed as additional insured on the "Insurance Requirements" form attached hereto and incorporated herein as Attachment "B," including their employees, agents, invitees and licensees for any injury, death or property damage sustained by the contracting party, its employees, agents, licensees and invitees.

## XI. INDEMNIFICATION

The Consultant agrees to indemnify and hold the City of Binghamton and its officers, agents, servants and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with, or arising directly or indirectly out of, errors and/or omissions and/or negligent acts by the Consultant (including its employees, agents and/or contractors in the performance of this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, in connection with, or arising directly or indirectly out of, errors and/or negligent acts by the Consultant, as aforesaid, shall be included in the indemnity hereunder. The Consultant further agrees to investigate, handle, respond to, provide defense for and defend any such claim at its sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the City, or its employees.

## XII. ATTORNEY'S FEES

The Consultant shall be responsible for and will pay to the City all reasonable fees and attorney's fees in the event that:

A. The Consultant breaches its duty to defend the City as set forth in Article XI herein;



B. The Consultant brings an action against the City for an alleged breach of this Agreement and the Consultant fails to prevail in a litigation; or

C. The City brings an action against the Consultant for an alleged breach of the Agreement and the City prevails in the litigation.

### XIII. COPYRIGHTS AND PATENTS

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any plans, studies, designs, drawings or specifications supplied by it and shall hold harmless the City from any loss or damages resulting therefrom.

### XIV. AUDIT; ACCESS TO RECORDS

The Consultant shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect on the date of execution of this Agreement. The City shall have access to such records on five (5) days written notice.

### XV. CONTINGENT ON APPROVALS

The parties agree that the implementation of this Agreement shall be contingent upon appropriate and/or necessary approvals from the appropriate offices of the State of New York and/or the United States Government, and shall be subject to the applicable orders, rules and regulations of said agency(ies).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

#### **City of Binghamton**

By \_\_\_\_\_  
Richard C. David  
Mayor City of Binghamton

Date \_\_\_\_\_

#### **Whitham Planning & Design**

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

ACKNOWLEDGEMENT OF CITY

STATE OF NEW YORK)  
SS.:  
COUNTY OF BROOME)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the subscriber, personally came **Richard C. David**, to me known who being by me duly sworn did depose and say that he resides in the City of Binghamton, Binghamton City, New York; that he is the Mayor of the City of Binghamton, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the City Council of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF CONSULTANT

STATE OF NEW YORK)  
SS.:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## INSURANCE REQUIREMENTS

The Contractor shall provide insurance as follows:

1. Protective Liability Insurance requirements:

- A. Type of Insurance – General Liability, Professional (Errors and Omissions) Liability, and New York State Workmen’s Compensation & Disability Insurance for all his/her employees.
- B. Name additional insured on General Liability Insurance – The City of Binghamton must be clearly named an “Additional Insured on a primary, noncontributory basis” **with all necessary endorsements pages included**. Please note that all appropriate “Additional Insured” boxes **MUST** be marked with “X”. Please also reference the name of the project which the insurance covers.
- C. Amount of coverage – General Liability-Bodily Injury (BI) and Property Damage (PD) combined \$1,000,000.00 each occurrence; BI & PD combined, \$2,000,000.00 aggregate; Professional (E/O) in an amount not less than the value of this Agreement; and Workers’ Compensation as required by New York State.
- D. Effective period of coverage must be specific.
- E. Cancellation or termination – should such insurance policy or policies be cancelled or changed before the expiration date listed therein, the issuing company will provide the City of Binghamton with ten (10) days written notice forward to: “City Engineer, City of Binghamton, 38 Hawley Street, Binghamton, NY 13901”.

2. It is the Consultant’s responsibility to provide the City with current Certificate(s) of Liability Insurance in forms satisfactory to the City.

## AGREEMENT

THIS AGREEMENT, made this day of \_\_\_\_ of \_\_\_\_\_, 2020 by and between the **City of Binghamton**, a municipal corporation duly organized and existing under the laws of the State of New York and having offices at City Hall, 38 Hawley Street, Binghamton, New York 13901 ("City"), and **Whitham Planning and Design ("Consultant")**.

WITNESSETH:

WHEREAS, the City of Binghamton, by **Permanent Resolution No. 20-34**, duly adopted on April 22, 2020, a copy of which is attached hereto and made a part hereof as Exhibit A, authorizes an agreement with Consultant for Engineering Services for the 2020 Landscape Architecture Term Agreement, at a cost not to exceed **\$50,000.00**, as outlined in their proposal dated February 4, 2020. Funding for this agreement is in budget line H1620.525004.21716.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the City and the Consultant do hereby agree as follows:

### I. GENERAL

#### A. Definitions

(1) B.C.S. - As used in this Agreement, the term "B.C.S." shall refer to the Board of Contract and Supply as duly authorized and empowered by Article XII of the Administrative Code of Binghamton City.

(2) City - As used in this Agreement, the term "City" shall refer to the City of Binghamton located at City Hall, 38 Hawley Street, Binghamton, New York.

(3) Date of Execution - As used in this Agreement, the term "Date of Execution" shall refer to the date of execution of this Agreement and any subsequent modification of the terms, compensation, or scope of services pertinent to unperformed work.

(4) "Consultant" - As used in this Agreement, the term "Consultant" shall refer to Barton & Loguidice DPC.

(6) Exhibit A - The term Exhibit A, as used in this Agreement, shall refer to Permanent Resolution No. R20-30, adopted by the City of Binghamton City Council on April 22, 2020.

(7) Exhibit B - The term Exhibit B, as used in this Agreement, shall refer to the Statement of Services or Fee Schedule submitted by the Consultant and approved by the City. Such Exhibit B is attached hereto and incorporated herein. The Statement of Services and/or Fee Schedule will be submitted and approved by the City and incorporated herein. Should there be any inconsistency between this Agreement and Exhibit B and the Statement of Services and/or Fee Schedule, the terms of this Agreement shall govern.

(8) Exhibit C - as used in this Agreement shall refer to the Certificate of Professional Liability Insurance. Such Exhibit C is attached hereto and made a part hereof.

(9) Project - as used in this Agreement, the term "Project" shall refer to the Consulting Services for Engineering Services for the Repairs to the Floor and Renovations to City Fire Station into Storage and Office Space.



# Legislative Branch

RL Number: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** Ray Standish, P.E.

**Title/Department:** City Engineer - Engineering Dept

**Contact Information:** 607-772-7007

### RL Information

**Proposed Title:** Resolution to Authorizing Mayor to Enter into an Agreement with Whitham

Planning & Design for the 2020 Landscape Architecture Term Agreement

**Suggested Content:** Entering into an agreement with Whitham Planning & Design for the 2020

Landscape Architecture Term Agreement. This agreement is NTE \$50,000.00 and may be renewed

for up to an additional two (2) years using the same rates as this original agreement.

Various depts will be using these services thus no specific budget line is allocated.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

### OFFICE USE ONLY

**Mayor:** \_\_\_\_\_

**Comptroller:** \_\_\_\_\_

**Corporation Counsel:** \_\_\_\_\_

**Finance** ☐ **Planning** ☐ **MPA** ☐ **PW/Parks** ☐ **Employees** ☐ **Rules/Special Studies** ☐



# Department of Engineering

*Mayor, Richard C. David*

*City Engineer, Ray L. Standish, P.E.*

**TO:** Whitham Planning & Design

**FROM:** Ray L. Standish, PE *RS*  
City Engineer

**DATE:** March 6, 2020

**PROJECT:** LANDSCAPE ARCHITECTURAL DESIGN TERM CONTRACT

**RE:** STATUS SELECTION PROCESS

Congratulations! Based on your firm's qualifications and experience, the City of Binghamton's consultant selection committee feels that Whitham is the best qualified to provide professional services to the City for the above referenced project. Please submit a rate schedule for the project. This is a one year contract with two 1-year renewals at the City's discretion. As a reminder, the annual fee cannot exceed \$50,000 and involves small as needed services. The City looks forward to working with you on this project.

City Hall • 38 Hawley Street • Binghamton, NY 13901 • [www.binghamton-ny.gov](http://www.binghamton-ny.gov)

PH: (607) 772-7007 • FX: (607) 772-7056



# MEMO

ENGINEERING DEPARTMENT

DATE: January 15, 2020  
TO: Board of Contract and Supply Members  
FROM: Ray Standish, P.E. – City Engineer  
RE: Permission to Advertise for Requests for Qualifications  
COPIES: File

---

Please publish the following advertisement for Requests for Qualifications.

## **Request for Qualifications (RFQ)**

Qualifications will be received by the Board of Contract and Supply, City of Binghamton, City Hall, 2<sup>nd</sup> Floor, 38 Hawley St, Binghamton, New York, 13901 until **10:30 a.m. on Wednesday, February 5, 2020**, for the following work:

### **City of Binghamton**

#### **Term Agreement for Consultant Services for** **Landscape Architecture**

The RFQ may be obtained at the Office of the City Engineer, City Hall, 38 Hawley St, 3<sup>rd</sup> Floor, Binghamton, New York, 13901 or by calling the Engineering Dept. at (607) 772-7007.

Secretary  
Board of Contract and Supply

**\*\*THE ABOVE LEGAL NOTICE TO BE ADVERTISED, JANUARY 17, 2020 IN THE PRESS AND SUN BULLETIN AND POSTED ON THE CITY OF BINGHAMTON WEBSITE.**



# Legislative Branch

Expedite

RL Number:

21-132

Date Submitted:

7/1/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: John Sperduti

Title/Department: Treasurer

Contact Information: 772-7027

### RL Information

Proposed Title: An Ordinance to Amend the 2021 Treasury - Personal Service A1325.51000  
for stipends for additional responsibilities of the Principal Clerk and Account Clerk II.

Suggested Content: Transfer \$3,600 from Personnel-Temporary Services A1430.51800  
to Treasurer - Personnel Services A1325.51000 effective 7/19/2021.

### Additional Information

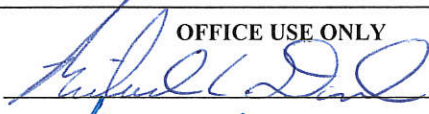


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



# CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

## REQUEST FOR TRANSFER OF FUNDS

*Transfer requests of \$2500 or less must be approved by the Comptroller.*

*Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.*

*Transfer requests in excess of \$10,000 must be approved by City Council.*

City Comptroller  
c/o Board of Estimate and Apportionment  
38 Hawley Street  
Binghamton, NY 13901

Date: 6/30/2021

I respectfully request the below described transfer of funds due to the following reasons:

To Amend 2021 Treasury Budget for Personal Services for stipends for additional responsibilities

assigned to the Principal Clerk and Account Clerk II.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1430.51800 Personnel-Temp Service	A1325.51000 Treasury-Personnel Serv	\$3,600.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 6/30/21

### OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Legislative Branch

Expedite

RL Number:  
**21-133**  
Date Submitted:  
**7/1/21**

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: John Sperduti

Title/Department: Treasurer

Contact Information: 772-7027

### RL Information

Proposed Title: Void - Permanent Ordinance No. 021-43 RL 21-87 Regarding Treasury Budget

Personnel Services. Please see attached

Suggested Content: Please see attached.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>





Please Void

THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: May 5, 2021

Sponsored by Council Members: Scaringi, Riley, Friedman, Burns, Strawn, Scanlon, Resciniti

Introduced by Committee: Finance

**ORDINANCE**

*entitled*  
AN ORDINANCE TO AMEND THE 2021  
TREASURER BUDGET TO DEFUND AN  
ACCOUNT CLERK II AND TO FUND A PART-  
TIME CLERK

WHEREAS, the City Treasurer and Comptroller of the City of Binghamton find it proper and necessary to amend the 2021 Treasurer budget to defund an "Account Clerk II" position and to fund a part-time "Clerk" position; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on May 5, 2021; and

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 Treasurer budget to add a part-time "Clerk" position in budget line A1325.51000 (Personal Services) at a rate of \$14.00 per hour; and to defund an "Account Clerk II" position.

Section 2. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2021 Treasurer budget to defund an "Account Clerk II" position, and fund a part-time "Clerk" position at \$14.00 per hour, as follows:

Transfer From (Decrease):

\$16,805 A1325.5100 (Personal Services)

Transfer To (Increase):

\$16,805 A1325.5800 (Temporary Services)

Section 3. That this Ordinance shall take effect May 10, 2021.

I HEREBY CERTIFY that the above described funds  
are unencumbered and available

\_\_\_\_\_  
Chuck Shager, Comptroller





Expedite

# Legislative Branch

RL Number:

21-128

Date Submitted:

6/30/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

### RL Information

Proposed Title: An Ordinance to Amend the 2021 Fire Budget for Temporary Services

to cover until end of 2021 for retiring Program Assistant.

Suggested Content: Transfer \$10,000 from Fire - Uniforms A3410.54190 to Fire - Temporary

Services A3410.51800.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



EXPEDITE

# Legislative Branch

RL Number:  
21-129

Date Submitted:  
6/30/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

### RL Information

Proposed Title: A resolution establishing a standard work day for all Titles listed on attachment

and authorizing the City Clerk to file the standard work day and report resolution with RS 2418

with the Office of the New York State Comptroller.

Suggested Content: Please see attached.

---



---



---

### Additional Information

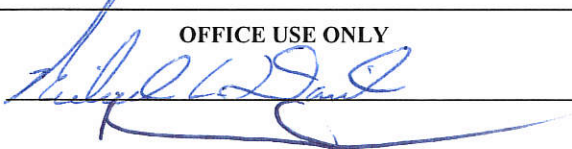

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Received Date

## Standard Work Day Resolution for Employees\*

Please type or print clearly  
in blue or black ink

Employer Location Code

2 0 0 0 6

See Instructions for completing form on reverse side

RS 2418

(Rev. 12/19)

BE IT RESOLVED, that the City of Binghamton, Location code 20006, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
See attached	

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Signature of Clerk) Date enacted: \_\_\_\_\_

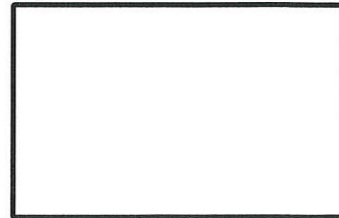
I, \_\_\_\_\_, clerk of the governing board of the \_\_\_\_\_  
(Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of \_\_\_\_\_ members, and that \_\_\_\_\_ of such members were present at such meeting and that \_\_\_\_\_ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto  
Set my hand and the seal of the

\_\_\_\_\_  
(Name of Employer)



(seal)

\*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A).

For important information and instructions – See Back Page



1808 728 2240

34



<b>Job</b>	<b>Title</b>	<b>Standard Work Day</b>	<b>Group/BU</b>
463	1ST ASSISTANT CORP COUNSEL	7.00	600
130	1ST DEPUTY COMMISSIONER (DPW)	8.00	600
002	ACCOUNT CLERK II	7.00	100
005	ACCOUNT CLERK TYPIST	7.00	100
014	ADMINISTRATIVE ASSISTANT (7)	7.00	900
013	ADMINISTRATIVE ASSISTANT (8)	8.00	900
008	ANIMAL CONTROL OFFICER	8.00	100
016	ARBORIST	8.00	200
015	ASSESSOR	8.00	600
020	ASSISTANT CITY ENGINEER	8.00	900
134	ASSISTANT COMPTROLLER	8.00	900
012	ASSISTANT CORPORATION COUNSEL	7.00	600
034	ASSISTANT DIR OF EC DEV	7.00	900
035	ASSISTANT ENGINEER	7.00	100
466	ASSISTANT FIRE CHIEF(2ND ASST)	8.00	400
017	ASSISTANT PHCD DIRECTOR	7.00	900
019	ASSISTANT POLICE CHIEF	8.00	500
050	ASSISTANT STREET MAIN SUPER	8.00	300
018	ASST DIR OF PARKS & REC	7.00	900
036	ASST DIR OF PERS & SAFETY	8.00	900
177	ASST FIRE CHIEF (TRAINING)	8.00	400
256	ASST PARKS MAINTENANCE SUPV	8.00	300
045	ASST SANITARY SEWER SYS SUPV	8.00	300
472	ASST SUPV BLDG CONS AND CODE E	8.00	900
033	ASST TO MAYOR - YOUTH & NEIGHA	8.00	900
047	ASST WATER METER SUPERVISOR	8.00	300
046	ASST WTR TR PLANT SUPV	8.00	300
051	AUTOMOTIVE MECHANIC FOREPERSON	8.00	300
053	BINGO INSPECTOR	7.00	800
077	BUILDING INSPECTOR	7.00	100
006	BUILDING MAINTENANCE MECH HELP	8.00	200
074	BUILDING MAINTENANCE MECHANIC	8.00	200
081	CARPENTER	8.00	200
087	CITY CLERK	7.00	600
089	CITY ENGINEER	8.00	600
091	CIVIL SERVICE COMMISSIONER	7.00	800
092	CIVIL SERVICE MONITOR	7.00	800
094	CLEANER	8.00	200
096	CLERK - FT - TEMPORARY	7.00	800
096P	CLERK - PART TIME	7.00	800
098	CODE ENFORCEMENT OFFICER	7.00	100
097	CODE INSPECTOR	7.00	100
145	COMMISSIONER OF PARKS	8.00	600
099	COMMISSIONER OF PUBLIC WORKS	8.00	600
308	COMPTROLLER	8.00	600
108	COMPUTER OPERATOR	7.00	100

<b>Job</b>	<b>Title</b>	<b>Standard Work Day</b>	<b>Group/BU</b>
115	CORPORATION COUNSEL	7.00	600
117	COUNCILPERSON	7.00	800
128	DATA ENTRY CLERK	7.00	100
129	DEPUTY CITY CLERK	7.00	600
465	DEPUTY FIRE CHIEF (1ST ASST)	8.00	400
127	DIGITAL TECHNICIAN	8.00	100
476	DIRECTOR OF COMM OUT & RECRUTM	7.00	900
138	DIRECTOR OF EC DEVELOPMENT	7.00	600
146	DIRECTOR OF PHCD	7.00	600
299	DISPATCHER	8.00	200
162	EC DEV SPC FINANCIAL ANALYST	7.00	900
168	EC DEV SPECIALIST ADMIN RESEAR	7.00	900
160	ELECTRICAL INSPECTOR	7.00	100
159	ELECTRICIAN	8.00	200
161	ELECTRICIAN/SIGNAL ELECTRICIAN	8.00	200
158	ELECTRICIAN'S HELPER	8.00	200
163	ENGINEERING TECHNICIAN	7.00	100
165	EXECUTIVE ASST TO THE MAYOR	7.00	600
201	FINANCE ACCTS PAYABLE CLK	7.00	100
095	FINANCE CLERK	7.00	100
202	FINANCE PAYROLL SPECIALIST	7.00	900
169	FIRE CAPTAIN	8.00	400
171	FIRE CHIEF	8.00	900
173	FIRE LIEUTENANT	8.00	400
175	FIRE MARSHAL	8.00	400
179	FIREFIGHTER	8.00	400
182	GARAGE ATTENDANT	8.00	200
430	GENERAL EQUIPMENT FOREMAN	8.00	100
189	GENERAL EQUIPMENT MECHANIC	8.00	200
188	GRANTS ADMINISTRATOR	7.00	100
181	GRANTS COORDINATOR	7.00	100
191	GROUNDSKEEPER	8.00	200
244	HEAVY EQUIP OPER AND TRAINER	8.00	200
243	HEAVY EQUIPMENT OPERATOR	8.00	200
194	HEO-WATER SEWER SYSTEMS MAINTR	8.00	200
474	HIST PRES NEIG PLANNER II	8.00	100
198	HISTORIC PRES DEV PLANNER	7.00	100
200	HOUSING CASEWORKER	7.00	100
199	HOUSING COORDINATOR	7.00	100
351	HOUSING PROGRAM SUPERVISOR	7.00	100
475	HOUSING SAFETY SPECIALIST	7.00	100
470	HOUSING SPECIALIST	7.00	100
190	HW/SW TECHNICIAN	8.00	100
007	INFORMATION TECHNOLOGY MGR	8.00	900
204	IT SPECIALIST	8.00	100
203	IT SPECIALIST - PUBLIC SAFETY	8.00	100



<b>Job</b>	<b>Title</b>	<b>Standard Work Day</b>	<b>Group/BU</b>
208	LAB DIRECTOR	8.00	100
207	LAB TECHNICIAN	8.00	100
209	LABORER	8.00	200
217	LABORER - SUMMER	8.00	800
218	LEGAL TYPIST	7.00	900
230	LICENSING CLERK	7.00	100
231	LIFEGUARD	8.00	800
233	LIFEGUARD - ASST MANAGER	8.00	800
232	LIFEGUARD - POOL MANAGER	8.00	800
237	MANAGER, HUD ADMIN & HOUSING	7.00	900
238	MASTER ELECTRICIAN	8.00	100
239	MAYOR	7.00	600
241	MEO	8.00	200
253	PAINTER	8.00	200
257	PARK RANGER	8.00	800
262	PARKING METER CHECKER	7.00	100
262T	PARKING METER CHECKER - PT	7.00	800
265	PARKING METER MAINTAINER	8.00	200
254	PARKING TICKET WRITER	7.00	800
261	PARKS MAINTAINER	8.00	200
255	PARKS MAINTENANCE SUPERVISOR	8.00	300
401	PARKS SM ENG/EQ REP MECH	8.00	200
471	PAYROLL ASSISTANT	7.00	900
264	PAYROLL SUPERVISOR	7.00	900
269	PERSONNEL & SAFETY DIRECTOR	7.00	600
271	PLANNER	7.00	100
277	PLUMBING INSPECTOR	7.00	100
279	POLICE CAPTAIN	8.00	500
281	POLICE CHIEF	8.00	900
283	POLICE LIEUTENANT	8.00	500
285	POLICE MATRON	8.00	800
287	POLICE OFFICER	8.00	500
289	POLICE SERGEANT	8.00	500
290	POOL MAINTAINER	8.00	200
291	PRINCIPAL ACCOUNT CLERK	7.00	100
293	PRINCIPAL CLERK	7.00	100
296	PROGRAM ASSISTANT	7.00	100
295	PROGRAM ASSISTANT	7.00	900
294	PROJECT ANALYST	7.00	800
298	PUMP MAINTENANCE HELPER	8.00	200
303	PURCHASING AGENT	7.00	900
307	REAL PROPERTY DATA MAINT ASST	7.00	100
310	REAL PROPERTY TAX AIDE	7.00	100
309	REC ATT LEADER (SUMMER)	8.00	800
329	REC ATTENDANT	8.00	800
330	REC ATTENDANT (SUMMER)	8.00	800

<b>Job</b>	<b>Title</b>	<b>Standard Work Day</b>	<b>Group/BU</b>
333	REC ATTENDANT/ SUPERVISOR	8.00	800
343	REC LEADER	7.00	100
341	REC LEADER - SR CITIZENS	7.00	100
009	REC SUPERVISOR / SR CENTER	7.00	100
331	REC SUPV	8.00	800
473	REC SUPV SPORTS & CAMP	7.00	100
342	RECREATION SUPERVISOR	7.00	100
345	REGISTRAR OF VITAL STATISTICS	7.00	100
350	RISK ASSISTANT/PARALEGAL	7.00	900
355	SAN SWR SYSTEM SUPV	8.00	300
359	SCHOOL GUARD	8.00	800
363	SECRETARY TO CORP COUNSEL	7.00	600
365	SECRETARY TO THE MAYOR	7.00	600
372	SENIOR ACCOUNT CLERK	7.00	100
369	SENIOR ACCT CLERK TYPIST	7.00	100
371	SENIOR CLERK	7.00	100
393	SENIOR CRIME ANALYST	8.00	100
318	SENIOR ENGINEER	7.00	100
383	SENIOR ENGINEERING AIDE	7.00	100
382	SENIOR GROUNDSKEEPER	8.00	200
373	SENIOR LICENSING CLERK	7.00	100
388	SENIOR PAYROLL CLERK	7.00	100
394	SENIOR REAL PROPERTY APPRAISER	7.00	100
356	SENIOR STREET MAINTAINER	8.00	200
395	SENIOR TYPIST	8.00	100
390	SEWER DISTRIBUTION BUREAU CHF	8.00	300
412	SIGNAL MAINT SUPV	8.00	300
376	SR PARKS MAINTAINER	8.00	200
389	SR PLANNER	7.00	100
399	SR PUMP OPERATOR	8.00	200
397	SR WASTER WATER PUMP OPERATOR	8.00	200
398	SR WATER/SEWER MAINTAINER	8.00	200
400	STAFF ACCOUNTANT	8.00	900
419	STATIONARY ENGINEER	8.00	100
429	STORESCLERK	7.00	100
427	STORESKEEPER	8.00	200
357	STREET MAINTAINER	8.00	200
354	STREET MAINTAINER SUPERVISOR	8.00	300
433	SUPERVISOR OF CODE ENFORCEMENT	7.00	100
132	SUPT OF CITY STREETS	8.00	900
432	SUPV BUILDING INSP CONSTR	7.00	900
434	SUPV GEN EQUIPMENT REPAIR	8.00	300
436	TRAFFIC SIGN MAINTAINER	8.00	200
438	TRANSFER STATION OPERATOR	8.00	200
569	TREASURER	8.00	900
439	TREE TRIMMER	8.00	200

<b>Job</b>	<b>Title</b>	<b>Standard Work Day</b>	<b>Group/BU</b>
441	TYPIST	7.00	100
443	VACANT PROPERTY OFFICER	7.00	100
445	W/S SYSTEM MAINTAINER	8.00	200
442	WASTE WATER PUMP MAINTAINER	8.00	200
444	WATER DISTRIBUTION BUREAU CHF	8.00	300
447	WATER MAINTENANCE SUPERVISOR	8.00	300
452	WATER METER SUPERVISOR	8.00	300
449	WATER METER READER	8.00	200
450	WATER METER READER SPECIALIST	8.00	200
451	WATER METER REPAIRER	8.00	200
455	WATER TR. PLANT SUPERINTENDANT	8.00	900
457	WATER TREATMENT PLANT OPERATOR	8.00	200
458	WATER TREATMENT PLANT SUPV	8.00	300
448	WTR MAINT ASST SUPV	8.00	300
469	ZONING ENF OFFICER	7.00	100



# Legislative Branch

RL Number:  
21-122  
Date Submitted:  
6/29/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Steve Carson

Title/Department: HUD Admin

Contact Information: (607) 772-7028

### RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with YMCA of Broome County for use of CVY46 funds in an amount not to exceed \$30,000 for HVAC improvements.

Suggested Content: Budget line: CD8760.535002.CVY46 (EDW - Program)

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



# Legislative Branch

RL Number:  
**21-123**  
Date Submitted:  
**6/29/21**

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Steve Carson

Title/Department: HUD Admin

Contact Information: (607) 772-7028

### RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with various agencies for use of CVY46 funds in an amount of \$506,439.00 in Homeless Emergency Solutions Grants COVID-19 (ESG-CV).

Suggested Content: Budget line: CG8760.535002.CVY46 (EDW - Program)  
Award amounts attached.

### Additional Information

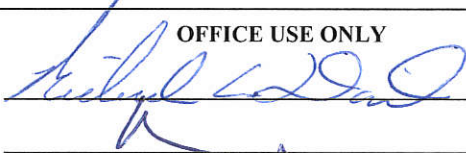
Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:	_____				
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



VOA	Hazard Pay and Services	\$ 21,958.00
YWCA	Bed Expansion	\$ 68,000.00
YWCA	Support Services	\$ 197,570.00
Fairview Recovery Services	CES Upgrades/HMIS	\$ 95,080.00
Catholic Charities	TTLP	\$ 52,138.00
Family Enrichment Network	Rapid Rehousing	\$ 71,693.00
<b>TOTAL</b>		<b>\$ 506,439.00</b>



# Legislative Branch

RL Number:

21-124

Date Submitted:

6/29/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Steve Carson

Title/Department: HUD Admin

Contact Information: (607) 772-7028

### RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with the  
United Way of Broome County for use of CVY46 funds in an amount not to exceed \$50,000 for  
marketing of the United Way 2-1-1 helpline program.

Suggested Content: Budget line: CD8760.535002.CVY46 (EDW - Program)

### Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



# Legislative Branch

RL Number:

21-125

Date Submitted:

6/29/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** Steve Carson

**Title/Department:** HUD Admin

**Contact Information:** (607) 772-7028

### RL Information

**Proposed Title:** A Resolution authorizing the Mayor to enter into an agreement with the

First Ward Action Council for use of CVY46 funds in an amount not to exceed \$80,000 to support

affordable housing development.

**Suggested Content:** Budget line: CD8760.535002.CVY46 (EDW - Program)

### Additional Information



Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	
Comptroller:	_____
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>





# Legislative Branch

RL Number:

21-126

Date Submitted:

6/29/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Steve Carson

Title/Department: HUD Admin

Contact Information: (607) 772-7028

### RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with the

Broome County Council of Churches for use of CVY46 funds in an amount not to exceed \$35,000 to

support food pantry programs.

Suggested Content: Budget line: CD8760.535002.CVY46 (EDW - Program)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Additional Information

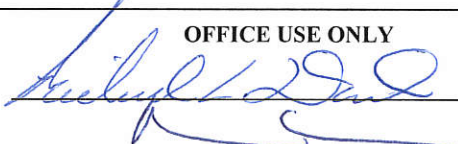
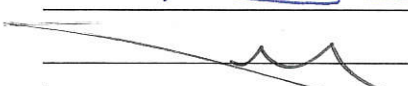
Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Expedite

RL Number:

21-127

Date Submitted:

6/30/21

# Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Kenneth Frank

Title/Department: Corporation Counsel

Contact Information: (607) 772-7013

### RL Information

Proposed Title: AN ORDINANCE TO AMEND THE 2021 LAW AND RISK MANAGEMENT

BUDGETS TO ADJUST ANNUAL SALARIES OF TWO OF THE ASSISTANT CORPORATION

COUNSEL POSITIONS

Suggested Content: \_\_\_\_\_

Decrease A1420.51000 (Assistant Corporation Counsel) annual salary from \$58,000 to \$50,000.

Increase A1420.51000 (Assistant Corporation Counsel) annual salary from \$46,125 to \$51,000.

Effective July 12, 2021. Balance to contingency.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input checked="" type="checkbox"/> Rules/Special Studies <input type="checkbox"/>